

## Sickness absence regulations

*IBC Personeelsdiensten BV is self-insurer under the Sickness Benefits Act. Acture BV arranges for compliance with all statutory obligations that arise from self-insurance status under the Sickness Benefits Act on the instructions of IBC Personeelsdiensten BV. IBC Personeelsdiensten BV has appointed Acture to arrange for absence records, assessment of claims made under the Sickness Benefits Act, reintegration to work and the determination of the daily wage. Acture is supported by an occupational health and safety service when it provides assistance, claim assessment and reintegration.*

### **Sickness notification**

If you are sick you are required to report sick personally to the company where the activities were to be performed and IBC Personeelsdiensten BV before the activities commence, but in any event before 09.00 hours am on the day you fall ill. IBC Personeelsdiensten BV can be reached by telephone from 8.30 am. If you become sick during work and you are not able to carry on, you report this to IBC Personeelsdiensten BV and the immediate supervisor of the company where the activities are performed. Sickness notifications not made personally (WhatsApp messages, SMS messages, e-mails and voicemail messages) are not accepted unless there are good reasons. The final sickness notification is processed following contact with Acture concerning the nature and seriousness of the illness.

If you do not report your sickness or recovery in good time or afterwards, you may be fined in accordance with the guidelines of the UWV (Employee Insurances Implementing Body) or there may be no continued payment of salary. These sanctions can be applied because it is not possible to assess retroactively whether you were actually incapacitated for work on this or these day(s).

- The fine of the UWV will be €70 if the notification is less than 7 calendar days late;
- The fine of the UWV will be €230 if the notification is between 7 and 27 calendar days late;
- the fine of the UWV will be €455 if the notification is not given or given 27 calendar days too late.

### **Staying home**

One of the employees from Acture will contact with you, either by telephone or through a home visit. You can also expect to be called to the consultation hour of the company doctor, for which you must be available. You are obliged to stay home between 08:00 and 18:00 hours until the first contact with Acture has taken place in order to enable this contact and/or visit. Acture may require that you stay home for a maximum of two weeks after the first contact has taken place. This requirement shall then apply until 10:00 in the morning and between 12:00 and 14:30 in the afternoon. If you are residing at another address, you must report this immediately to the Acture case manager by telephone. You may be allowed to leave your (nursing) address for several hours only in consultation with the Acture case manager. You do not qualify for sick pay if you cannot be reached.

### **Accessibility**

Insight into sickness absence is necessary to be able to determine the entitlement to sick pay quickly and to be able to proceed with payment of sick pay. There will be regular contact with Acture. You do everything within your power to assist in your recovery. A call-up to visit a company doctor must be complied with immediately as well.

### **Company doctor**

You should, of course, comply with a summons from the company doctor to appear at the consultation hour. If you are absolutely unable to do so, or are already working again, you must notify the Acture case manager thereof no later than 48 hours before the appointment. If you fail to do so, this may have consequences for the level and/or duration of the payment of your sick pay. Any costs associated with late cancellation will be charged to you by means of an invoice.

### **Second opinion with respect to the company doctor**

If you doubt the correctness of the advice concerning absence management issued by the company doctor, you may indicate this to him while providing the reasons and request a second opinion from another company doctor. The first company doctor sets this second opinion in motion unless he has important arguments for not doing so; he will notify you of these arguments if this is the case.

If a second opinion takes place, the company doctor sets this in motion by selecting together with you a different company doctor from the pool set up for this purpose by Acture. This other company doctor must not be employed within the occupational health and safety service, the company or institution where the first company doctor is employed. Acture bears the costs of the second opinion when selecting a company doctor from the pool. If you would like to consult a company doctor who is not part of the pool, you will require Acture's approval. The first company doctor always informs Acture that another company doctor is being engaged for a second opinion and who this company doctor is.

The company doctor who provides the second opinion receives all information required for assessing your situation and the advice that was issued from the first company doctor. He then decides whether he still wishes to collect further information. Once the second company doctor has formulated his advice, he will first discuss it with you. You will then decide whether this advice will be shared with the first company doctor. If this does not take place, the advice from the first company doctor will continue to serve as the starting point for absence management.

If the first company doctor is provided with the advice, he will contact you as soon as possible after he receives it and he will tell you while providing reasons whether he will take over the advice in full, in part or not at all. He only reports to Acture whether the second opinion is reason for him to change his advice about absence management and, if so, what his new advice comprises. He then resumes issuing advice about absence management. If you consider this undesirable because of the manner in which he deals with the second opinion that was provided, you may indicate this. The company doctor will then consider whether he will transfer issuing advice about absence management to another company doctor and he reports his decision to you and to Acture.

### **Company doctor complaints procedure**

Acture ensures that the independent company doctor or certified occupational health and safety service has a complaints procedure in place. You can make use of this procedure if you are of the opinion that the company doctor has treated you in an indecent or unprofessional manner.

### **An agreement is an agreement**

Acture expects that you keep to the agreements that are made.

### **Expert opinion from the Employee Insurance Agency (UWV)**

Acture follows the advice issued by the company doctor when setting up reintegration. If you disagree with the manner in which Acture handles this advice and/or how it shapes reintegration, you may request an expert opinion from UWV. UWV will then assess whether Acture complies with all reintegration obligations: for example: whether our reintegration efforts are sufficient or whether we

may be asking too much of you. The outcome of an Expert Opinion is not legally binding, but the Acture case managers do always take it into account in the follow-up of the file and the development thereof.

### **Objection and appeal to UWV**

If the company doctor declares you fit for work or another situation occurs that has an impact on your entitlement to benefits under the Sickness Benefits Act and/or the duration thereof, Acture will request a decision from UWV for this purpose. UWV issues a decision if it considers following assessment that this application was formed in a careful manner. You will receive a copy, as will Acture. If you disagree with the content of the decision, you have the right to initiate objection and appeal proceedings at UWV. This agency applies fixed terms for submitting an objection in this connection. The term for submitting an objection is 2 weeks for a decision regarding a statement of recovery; a term for submitting an objection of 6 weeks applies for other subjects. The objection is handled by the UWV Objections and Appeal department. If you disagree with the outcome after your objection has been handled, you have the right to appeal to the District Court and thereafter file further appeals. This option is also available to Acture.

### **Residence abroad**

If you fall ill while on holiday abroad, the same rules that apply to reporting sick in the Netherlands shall apply. You are required to report sick to IBC Personeelsdiensten BV in accordance with the above procedure for reporting sick. The sickness notification is not processed until after there has been contact with Acture concerning the nature and seriousness of the illness. You keep yourself available for both telephone and personal contact. You report to the Acture case manager immediately when you return home. In addition to the above, days' holiday are not compensated unless there was admittance to a hospital or nursing institution. Any entitlement to a claim under the Sickness Benefits Act lapses if the above agreements are not complied with.

### **Holiday**

You are allowed to go on holiday if you receive sickness benefits provided you satisfy several conditions:

- your holiday must not obstruct your recovery and/or reintegration;
- you are required to comply in full with the agreements laid down in your (amended) plan of approach during your holiday as well;
- you indicated your holiday address and place of residence to your Case Manager on time.

Notify your holiday plans on time; the sooner the better. But in any event at least 2 weeks before your departure. Your Case Manager assesses whether your holiday satisfies the above conditions in consultation with the company doctor and/or your reintegration supervisor.

If you go on holiday in the Netherlands and you continue to comply with your reintegration obligation, you will be obliged to notify your Case Manager of the address where you will be staying at least 48 hours in advance.

Acture checks whether you comply with your obligations. You are going on holiday and you have not informed Acture or you have informed Acture too late? Such will have consequences for the amount and/or duration of your sickness benefits.

### **Recovery**

You are obliged to notify IBC Personeelsdiensten BV immediately of your recovery. You do not have to wait for approval to resume work or to start looking for other work. It is also possible that you resume your activities in part or that you will start performing other, replacement activities. You are required to comply with the rules in these absence regulations for the other hours you still claim under the Sickness Benefits Act.

### **Sick pay**

The Collective Labour Agreement (CAO in Dutch) NBBU applies to the temporary work employment contract between you and IBC Personeelsdiensten BV. Depending on the type of temporary work employment contract, you will retain your wages during sickness or qualify for Sickness Benefits under the Sickness Benefits Act. Of course, you will only be entitled to this if you comply with certain regulations. As long as your temporary work employment contract continues during incapacity for work, you are entitled to continued payment of your wages. If your temporary work employment contract ends, you are eligible for Benefits under the Sickness Benefits Act.

The following temporary employment contracts are possible:

Phase 1 or 2 with temporary employment clause	→ Sickness Benefits Act
Phase 1 or 2 without temporary employment clause	→ Continued payment of salary → Sickness Benefits Act
Phase 3	→ Continued payment of salary → Sickness Benefits Act
Phase 4	→ Continued payment of salary

### **Phase 1 or 2 with temporary employment clause**

In the event of incapacity for work, the temporary work employment contract phase 1 or 2 with temporary employment clause ends automatically, in accordance with article 13 paragraph 3 sub a of the NBBU Collective Labour Agreement. You can then receive Benefits under the Sickness Benefits Act of 70%, which can be supplemented by 20% in accordance with the Collective Labour Agreement, provided you comply with the rules.

### **Phase 1 or 2 without temporary employment clause, phase 3 or phase 4**

In the case of a temporary employment contract phase 1 and 2 without a temporary employment clause, phase 3 or phase 4, the temporary employment contract does not automatically end in the event of incapacity for work. In the case of a temporary work employment contract in phases 1 and 2 without a temporary employment clause or phase 3, 90% of the salary will continue to be paid by IBC Personeelsdiensten BV until the temporary employment contract ends by operation of law. After that, you are entitled to Benefits under the Sickness Benefits Act of 70%.

In phase 4 you have a temporary employment contract for an indefinite period of time, under which you are entitled to continued payment of your salary for a maximum period of two years (104 weeks). In accordance with the Collective Labour Agreement, you are entitled to 90% continued payment for the first year and 70% continued payment for the second year.

### **Sick when leaving employment**

If you leave employment sick, you are eligible for 70% Sickness Benefits under the terms of the Collective Labour Agreement (cao). You may also be entitled to Benefits under the Sickness Benefits Act if you become incapacitated for work shortly after the termination of the temporary employment contract.

You have a waiting period for which no sick pay is paid. If you have a temporary employment contract with temporary employment clause, two waiting days apply. If you have a temporary employment contract without an temporary employment clause, phase 3 or 4, one waiting day applies. Waiting days do not apply when you are again unable to work within a period of four weeks and waiting days have already been taken into account for the first sickness notification. At least four weeks after receiving your sickness notification, Acture will transfer the sick pay to you on a weekly basis. The level of your sick pay is based on your average daily salary that you earned with your last

employer, to a maximum of 1 year prior to the sickness notification. Your salary details are obtained from the benefit entitlement database of the Employee Insurance Agency (UWV) or from the salary administration of your former employer. All changes that could have consequences for your sick pay should be immediately reported by you to the case manager of Acture. If you do not comply with the rules, this may have consequences for your sick pay.

#### **Activities aimed at resuming work**

If you are ill, you are obliged to do everything within your power to become healthy again so that you can resume work quickly. Your other activities must not obstruct your recovery.

#### **Privacy**

Acture handles your personal data with due care and always respects the General Data Protection Regulation (GDPR). You can find our Privacy statement on [www.acture.nl/werknemers/privacy](http://www.acture.nl/werknemers/privacy). This statement describes what personal data Acture may process, for which purposes and on what legal basis. The statement also includes information on how you may exercise your rights with respect to your personal data.

#### **Contact with Acture case managers**

Acture case managers can be reached at: **+31 (0)24 8909470**.

#### **Disclaimer**

*NB: the content of these absence regulations have been compiled for you with the greatest possible care and have been verified several times. Legislative amendments are made on a regular basis, which makes it possible that changes may have occurred after these absence regulations were drawn up. There may also be special situations whereby the application of the matters described in these absence regulations has a different effect. You can therefore derive no rights from the content of these absence regulations. IBC Personeelsdiensten BV is not liable for any misunderstanding that may arise as a result of these absence regulations.*

*The translation of this document is for information/ clarification. The Dutch language is the basis of this document and is always leading.*